

SERVICES AGREEMENT

This agreement is made on

1 October 2021

-BETWEEN-

The Principal of Abhayapuri College, Dr Sadananda Nath, PO:- Abhayapuri .
District – Bongaigaon, Pin – 783384, Ward No:- 3, Assam.
herein after to as the "Buyer" of the 1st party.

-AND-

Shri Dhruvajyoti Das, S/o Narayan Ch Das, Agitech Solutions. Here in after referred to as " SERVICE PROVIDER" of the 2nd party.

Both of them are collectively referred to as the "Parties".

The objective of this agreement is to provide infrastructural and service facilities for conducting skill Training to candidates under various Skill development project to provide Entrepreneurship and Skill Development Training Programs(E&SDPs) for the skill sets, which are/ will be in demand by the market leading to self/wage employment with emphasis on wage payments, to promote Skill India Mission.

Now both the parties have mutually agreed with following terms & Conditions

1) Duration/Term of Agreement

- i) This MOU is valid from 1st October 2021 to 1 DECEMBER 2025.
- ii) The same MOU can be renewed for another term subject to mutually agreed terms & conditions. Upon successful completion of the tenure both the parties can also get engaged in different schemes which would be available during that time.

2) General Terms & Conditions

- a) That this appointment as Buyer has its own center at (**Abhayapuri College, PO:- Abhayapuri & District – Bongaigaon, Pin – 783384, Ward No:- 3, Assam**) under several job roles for skill purposes of second party is for the purpose of imparting to youth as per the proposed programs under various skill development scheme which is an initiative of Ministry of skill and Entrepreneurship, Government of India and paid courses like ADCA and DCA.
- b) That the First Party shall not have any right to transfer its rights to any other person or body in any manner what so ever except as said above. However, the First party shall have rights associated with its current courses and expansion relating to its current courses and those unrelated with this agreement.
- c) That Second Party would be entitled to enroll number of candidates as per approved number for each (job roles) and allocated to center of First Party for the respective training. Simultaneously note that Accreditation, Affiliation or service agreement to a training center does not make auto eligible for targets under any scheme like PMKVY, NULM etc.
- d) That this Service Agreement is made clear understanding that Accreditation, affiliation of a training center under Service Provider " Shri Dhruvajyoti Das" is no way compels " Service provider" to allocate target to the Service Partner.

- e) That the Second Party shall provide all technical knowledge of the scheme along with Standard Operative Procedures & report formats to be submitted by First Party to the Second Party as per Project guidelines.
- f) That the sole responsibility of passing the examination/ assessment is of the candidates enrolled under the program. The Second party or aggregator shall no way be held liable if the candidates fails or pass assessment conducted by the respective Sector Skill Council(SSC).
- g) That candidates is required to submit his/her PAN/VOTER/AADHAAR CARD No. & the Bank Account No. within one week of start of the program or subject to scheme as per requirement.
- h) The Biometric attendance system must be available as per the guidelines at the training center as per the guidelines of the Project.
- i) The Buyer shall provide us with the room required like Reception, Placement & Entrepreneurship cell, Library, Pantry, room for lab(4Nos) and room for classes (4Nos).
- j) The sum of Rs 1000 per successfully assessment of the students to Abhayapuri College (Rs. 700/- will paid to faculty associated with the course and remaining Rs. 300/- to the college) Initially 30% will be paid during the tenure and remaining 70% will be paid after successful assessment of the course.
- k) First party would not attach their TC to any other TP or any Society or NGO before this MOU is over.
- l) The Second party will pay the Trainer TOT fees (i.e. Rs 30,000 for one trainer including registration to Takshashila portal and eating and lodging expenses).
- m) The Second party will pay all the fees of creating the Training Center and job role fees and miscellaneous (i.e. Rs 3 Lakh).

5)Confidentiality: Both Parties agree to respect confidentiality of technical knowledge provided to each other during the term of this MOU and not to share with any third party in any form or way.




6) Termination:

That both parties can terminate this MOU after 2 year at any point of time if mutually agreed for the same but the obligation of this MoU will remain in force till training of already enrolled candidates is completed.

7) Arbitration: That in case of any dispute or differences arising out of this agreement between the parties, the same shall be referred to the arbitrator mutually appointed by both the parties. The decision of the arbitrator shall be final and binding upon both the parties.

8)Force Majeure: That the Second Party is not responsible for any Force Majeure or any kind of Act of God to the First Party.

In witness where of the parties to this MOU have affixed their signature in the presence of following attesting witness:

First Party	Second Party
 (Dr. S. S. Das) PRINCIPAL ABHAYAPURM COLLEGE	 (Dhruvrajyoti Das) 

WITNESS 1: Dr. Kulenwa Biringha

WITNESS 2: Anupam Nath

ANNEXURE -II

Delivery of the services:

- a) End to End Project management/ Execution as per work order
- b) Center set up- end to end set up with all facilities for residential or non-residential set up of students and providing infrastructure of classrooms with all facilities as the per framework of Project.
- c) Identification and selection of trainees.
- d) Mobilizations of trainees.
- e) Opening Bank Account of trainee where applicable.
- f) Overall supervision of the training program.
- g) Maintaining the documentation of enrolment, trainee profiles, trainee feedback, data of achievement of deliverables and various others document required for training program.
- h) Compliances of all the guidelines issued for or under any government or other training scheme.
- i) Conducting training program as per the training program.
- j) Monitoring the program and its continual improvement.
- k) Final assesment of candidates, Photographs of candidates during class, conducting industry visits .